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August 21, 2018

Ref: P18865-05E

To: Mr. Matt James
Fraser Shipyards, Inc.
1 Clough Avenue
Superior, WI 54880

Subject: **Miller Boat Line New Auto/Passenger Ferry Production Support and Regulatory Liaison Proposal, Rev. C**

References: a. Miller Boat Line Addenda 07/09/18
b. Telcon to confirm project work scope, Fraser and EBDG, 8/13/18
c. Miller Boat Line New Auto/Passenger Ferry, EBDG contract drawing package
d. Miller Boat Line New 140' Auto/Passenger Ferry Invitation to Bid, dated May 30, 2018

Enclosures: 1. Sample Assembly Drawing Package
2. Standard End Cut Matrix
3. Proposed List of Deliverables
4. Deposit Invoice
5. Terms and Conditions

PROJECT OVERVIEW & SCOPE OF WORK

Elliott Bay Design Group (EBDG) is pleased to offer our revised proposal to provide engineering, design and regulatory liaison services in support of production of a 140' Auto/Passenger Ferry for Miller Boat Line (Miller Boat). This revised proposal is a revision of Reference a and reflects your requested adjustments to the scope of work as discussed in our teleconference on August 13 (Reference b).

As with our original proposal, the following letter outlines a comprehensive production support package including lofting, systems detailing, regulatory approval drawing and documentation development, and technical liaison with the US Coast Guard (USCG) and the American Bureau of Shipping (ABS) (the Regulatory Bodies).

Scope of Work

Regulatory Approval Plans and Documents

The Contract Plan and Report Updates and Plans Developed for Miller Boat Line Under Addenda 07/09/18 section in the enclosed List of Deliverables shows the design plans and

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documents which have been prepared by EBDG under contract with Miller Boat. If required by the Regulatory Bodies, we will update the title blocks in each of the listed drawings to include your company name and hull number prior to submittal. The associated fee for this plan set covers only our title block and submittal cost. Significant revisions to the drawings to incorporate your shop specific detail revisions will require additional compensation.

The third section in Enclosure 3 lists the additional "functional" plans and documents which EBDG anticipates will be required for Regulatory Body review and approval. EBDG will develop all listed drawings and documents to a level of detail which satisfies the Regulatory Bodies. Drawings will incorporate your detail preferences where possible and will include your name and hull number. We will submit the drawings and documents to the respective Regulatory Bodies as required.

All drawings and documents will be submitted on our standard title block. EBDG will complete all necessary calculations to support the generation and regulatory approval of the listed plans and documents. Plan development will be scheduled and coordinated to align with your production schedule.

EBDG will design equipment foundations for the major steering and propulsion, power generation and mooring equipment. We will provide simple sketches to confirm construction details and arrangements. Detailed documentation will be provided under the Detail Design work scope below.

EBDG will prepare a Stability Test Procedure document prior to completion of the vessel. Based on the results of the Stability Test, EBDG will prepare a Stability Test Report and incorporate the results into the stability and loading documentation.

Weight Estimate Updates

The Specification requires the builder to develop an independent weight estimate for comparison with the estimate that EBDG prepared for the Contract Design. To meet the "spirit and intent" of this requirement, we propose to compare the original estimate with the detailed weight and center of gravity information that is a byproduct of the ShipConstructor 3D product model. This will include all modeled structure, outfitting and mechanical systems. We will update the weight estimate with vendor furnished weights for the major machinery and the ShipConstructor data as the product model is developed.

If negative trends are observed at any point during the model development process, we will call this to the attention of you and Miller Boat immediately for discussion and resolution ahead of release of production information to the shop floor. Our fee quotation assumes an allowance of four hours per week over approximately 20 weeks to monitor the weight against the product model development.

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Detail Design

Structure

1. EBDG will develop all lofting information for this vessel using the ShipConstructor suite of software (SC).
2. We will model the hull and above-deck structure, including all frames and bulkheads, shell and deck plate, casings and deckhouses, forward and aft skegs, end ramps, bulwarks and the fiddley. All structural shapes will include end cut and weld seam relief details. Standard details will be modeled in accordance with your standards.
3. Based on Reference b, it is our understanding that the hull model will be divided into seven (7) individual blocks. We also presume that the port and starboard casings, passenger deck level and pilot house will each be modeled as separate blocks. The maximum length of each hull module will not exceed 25 feet and all hull modules will be "full beam". Please note that SC will not allow identical parts in different units to have the same name. EBDG will work with you to determine a part and drawing numbering convention that works with the software and meets your production needs.
4. EBDG will also model the following outfit items: rudder and steering gear foundation, handrails (interior and/or exterior), machinery and equipment foundations, machinery space gratings and walkways, navigation and light masts, ladders (inclined and/or vertical). EBDG will also model all underdeck backing structure that is associated with the machinery and equipment foundations.
5. All major parts oriented vertically within each module shall include a common waterline reference. All waterlines shall be labeled accordingly.
6. All structural shapes will include end-cut and weld seam relief details.
7. EBDG will mark all structural components with frame, deck and other structural intersections. All marks will indicate direction of material thickness. Marking format will be coordinated with you to balance needed information with reduced cutting table time.
8. Flanged parts, if any, shall be uniquely identified and appropriately marked for forming. Flanged parts may be nested separately upon request prior to the start of the nesting effort.
9. Plates will be marked for all stiffeners, faceplates, etc. Stiffener marks will include end-nails indicating the extents of the stiffeners and the material throw direction.
10. All structural parts will be identified with unique part numbers. EBDG will work with you to determine a part numbering convention that works with SC and meets your production needs. Identical parts will have identical part numbers wherever possible.
11. All structure will be continuous between major structural bulkheads, unless indicated otherwise on the contract plans, and as will fit on available plate. Continuity between smaller bulkheads will be per your written direction.

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12. All rat-holes, limbers and water-stops will be lofted. Radiuses will be per your written direction or as material depth and regulations allow.
13. Cutouts in structure for doorways, port lights, hatches, manholes, and scuppers will be marked or cut per your written direction.
14. Penetrations for piping, ducting and wireways will be marked or cut as directed per your written direction. You shall also provide in writing the location and cut diameter/dimensions for all penetrations.
15. Structural details will be developed based on EBDG standard details. Where these standards do not cover specific details, we shall apply our judgment and provide details to you for approval.
16. EBDG will provide assembly drawings in 3D format using the automated features of SC. Drawings will be of similar format and content to the enclosed samples (Enclosure 1).
17. EBDG will supply nested plate files in DXF format. Nesting will be organized per your written direction and submitted for your review and approval.
18. Flatbar stiffeners shall be nested or provided in a stock report at your preference. Please note that SC does not permit nested bar stock to be marked with reference lines.
19. EBDG will provide standard stock reports identifying the stock type, length, and end-cut details of each shape part. End cut identification will be accomplished according to our standard matrix as previously provided.
20. All drawings and documents will be supplied in B-size booklet form.
21. EBDG will apply its unique lofting quality assurance review process to all deliverables. This internally-developed review process has proven itself to be highly effective in minimizing costly rework associated with common lofting errors.

Piping Systems

EBDG will model in SC the following systems:

- | | |
|------------------------------|----------------------------|
| • Engine/Generator Cooling | • Shaft Cooling |
| • Exhaust | • Fuel |
| • Fills, Vents and Sounds | • Fresh Water (Sea Chests) |
| • Fire Main | • Sprinkler |
| • Weather Deck Drains | • Sanitary Drains |
| • Bilge and Ballast | • Waste Oil |
| • Potable and Sanitary Water | • Compressed Air |

EBDG will develop Arrangement and Spool Drawings for modeled systems in B-size booklet form.

Construction schedule permitting, EBDG will include all piping penetrations in the structural model. Penetrations will be NC cut or marked as directed in writing by you.

EBDG will model pipe hangers for all modeled systems. Hangar details will be reflected in

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the piping arrangement drawings. Structural details for fabricated hangers will be provided as structural assembly drawings.

EBDG will work with you to determine a part and drawing numbering convention that works with the software and meets your production needs.

Regulatory Submission and Liaison

EBDG will submit all contract and functional engineering drawings and documents to the Regulatory Bodies as appropriate for review and approval. All submittals to ABS, if any, will be in digital format via their O2E file transfer site. Submittals to USCG will be via email to MSC in accordance with their eCommerce policies and procedures.

EBDG will serve as the primary point of contact for all Regulatory Body requests for information. EBDG will copy you on all regulatory communications.

EBDG will update all EBDG-developed drawings, drawing details and documents as required by the Regulatory Bodies. Regulatory-directed changes to drawings, drawing details and documents developed by you or your vendors are not included in this fixed-price work scope.

Please see the Exclusions section below regarding your responsibility for regulatory review fees.

ASSUMPTIONS & EXCLUSIONS

Assumptions

- Except for your shop specific details, ownership of all plans and documents and the associated intellectual property shall be retained by Miller Boat and EBDG.
- Approval for submittal to the Regulatory Bodies shall constitute your acceptance of the associated drawing/document.
- Issue for construction of a hull block, mechanical system or other vessel component by you to your shop floor shall constitute acceptance of the associated detailing deliverables.
- We assume that you will conduct the physical stability test on the completed vessel. As noted in the Scope of Work above, we assume that EBDG will prepare the Stability Test Procedure and all post-stability test calculations and associated reports. If you would like for EBDG to perform the physical stability test we will provide a separate quotation for this service upon request.
- Our fee quotation for detailing of the machinery and equipment foundations includes all equipment over 200 lbs dry weight. We assume that foundations for equipment weighing less than 200 lbs will be field fit by your shop floor.
- Maximum plate size is 8' x 30'. Your preferred plate size is 8' x 20' where possible.

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Exclusions

The following items are not included in this work scope or fixed-fee quotation. We will gladly provide these services for an additional fee upon request.

1. Assembly drawings will not include fabrication details, erection dimensioning or weld symbols. Per Reference b, it is our understanding that you will obtain this information directly from the regulatory approved design plans.
2. Modeling, Spool and Arrangement drawings for the hydraulic system. We assume this installation will be accomplished by a specialty subcontractor.
3. As-built survey and drawing revisions including Electrical One-Line Diagram and Loads Analysis.
4. Updates to the production information to reflect the as-built condition.
5. Updates to the production information for additional sister hulls beyond the first hull.
6. We assume that the following list of drawings and calculations required by the contract (References b and c) will be provided to you by your system component vendor and/or installation contractor and are not included in our scope of work or fixed fee quotation:
 - Insulation, Linings and Ceiling Schedule
 - Machinery Space Ventilation
 - HVAC System
 - Hydraulic System
 - Propulsion System Vibration Analysis
 - Fixed Fire Detection, Alarm and Extinguishing Systems
 - Rotating Machinery Guard Details
 - Tank Level Indicator Settings and Details
 - Nameplates and Markings
 - Integrated Interior Communications and CCTV
 - GPS, AIS, VHF, Radar and Depth Sounder Wiring and Antenna Placement
 - Emergency Shutdown Wiring Diagrams
 - DC Electrical System
 - Fault Current Analysis
 - Breaker Coordination Study
 - Switchboard Drawings
 - Testing, verification and analysis procedures as required by the Specification

Please also note, EBDG shall not accept liability for construction costs incurred prior to receipt of the regulatory review comments. All regulatory review fees shall be the responsibility of others.

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FEE INFORMATION

We have priced this scope of work to include the deliverables described above. As the project proceeds, the scope and deliverables may change. We will communicate any such changes with you immediately for discussion and resolution. EBDG shall be entitled to an increase in compensation and/or time for any changes made in the scope of services based on our current rates. Should the project duration exceed 12 months, EBDG reserves the right to use its then current billing rates.

EBDG will accomplish the scope of work detailed above according to the following fee schedule:

Regulatory Approval Plans and Documents	\$110,677
Regulatory Submission and Liaison	\$2,660
Weight Monitoring and Control	\$11,810
Detail Design – Hull and Deckhouse Structure	\$156,640
Detail Design – Outfitting	\$64,110
<u>Detail Design – Piping Systems</u>	<u>\$278,220</u>
Total	\$624,117

We require an initial deposit of 10% (\$62,412) upon notice to proceed. A deposit invoice is attached (Enclosure 4).

EBDG invoices semi-monthly on a percent complete basis and payment is due within 30 days. Payment status is required to be current for release of future deliverables and invoices that are not paid within terms shall be subject to finance charges per the contract.

This quote is valid for 30 days and is subject to prior commercial commitment.

CLIENT RESPONSIBILITY

Timely response by your team is essential to maintaining the project schedule. We ask that requests for information, questions and detail sketches be addressed within two business days. Untimely review may result in an extended project schedule and additional project management fees.

You shall be entitled to one review cycle for all drawings and documents. You shall be entitled to additional review cycles if significant errors are identified in EBDG's deliverables. Errors in EBDG's drawings and documents will be corrected at EBDG's expense throughout the duration of the project.

Significant deviations from the contract plans to accommodate your construction preferences will need to be addressed at the start of the project to prevent potential schedule delays and cost changes.

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SCHEDULE

We anticipate submittal of the updated contract plans and documents to the Regulatory Bodies within two weeks of notice to proceed. Additional regulatory approval plans and documents will be scheduled to align the regulatory review process with your production schedule.

We will begin the hull lofting and systems modeling effort within two weeks of notice to proceed. We anticipate completion of the structural assembly drawing and below deck system spool and arrangement drawings for the midbody units prior to receipt of the USCG approvals of the contract plan and document package. Adjustments required by Regulatory Body review, if any, will be promptly incorporated into the drawing packages and issued for construction.

We anticipate a total duration of 24 weeks to complete the full Detail Design work scope. This scope will be worked concurrently with the regulatory engineering and plan development effort.

We will provide you with a more detailed project schedule upon receipt of an anticipated project start date and vessel build strategy. The schedule shall be approved by both parties prior to commencing work. As noted above, the schedule will be dependent on timely review of our deliverables.

STAFF

I will serve as Principal in Charge for this project to ensure timely completion and your satisfaction with our performance and deliverables. David Turner will be your Project Manager and your primary point of contact for all technical and contractual matters. Upon contract award, we will assemble a highly qualified team from our staff of more than 50 engineering, design and administrative professionals to provide you with exceptional service.

CONTRACT TERMS

Our standard terms and conditions, attached hereto (Enclosure 5) and incorporated herein by reference, shall be applicable to all of our work and services, including any additional scope amendments. The acceptance of any offer made by us is expressly limited to the terms and conditions contained herein and in the attached terms and conditions. Any conduct by you which recognizes the existence of a contract between us, including but not limited to your written acceptance of this proposal, shall constitute your acceptance of these terms and conditions only.

CONFIDENTIALITY

This Proposal and any Addenda ("Proposal") are the exclusive property of Elliott Bay Design Group LLC and are delivered only for the purpose of enabling the client to evaluate the Proposal. The information contained in the Proposal is confidential and may not be

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reproduced in whole or in part or disclosed to a third party without the prior written consent of Elliott Bay Design Group LLC.

The next steps are easy and we are prepared to organize our effort immediately. If this proposal is acceptable, please sign below and return to us as soon as possible. We will follow up with you directly if there are any outstanding items that are necessary for us to begin work.

We are pleased to have the opportunity to work with Fraser Shipyards on what we expect will be the first of many projects together. We are looking forward to getting to know your team and learning more about your specific needs and preferences. Thank you again for working with us to develop this proposal and for placing your trust in us to support your success!

Sincerely,



Michael J. Complita, PE, PMP
Principal in Charge

cc: Jake Market, Miller Boat Line

Accepted by: _____ Date: _____

Name (printed): _____

Title: _____ P.O. #: _____

(If required on invoices)



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Enclosure 3 – Proposed List of Regulatory Approval Plan and Document Deliverables

Contract Plans and Report Updates

1. Lines Plan
2. General Arrangement
3. Structural Fire Protection
4. Emergency Escape Plan
5. Typical Scantlings
6. Midship and Typical Sections
7. Superstructure Scantlings
8. Shafting Arrangements
9. Captive Water Engine Cooling Schematic
10. Exhaust System
11. Fuel System Schematic
12. Machinery Space Ventilation Diagram
13. HVAC System Schematic
14. Sprinkler Piping Schematic
15. Sanitary Drains Schematic
16. Firemain, Bilge, and Ballast Piping Schematic
17. Potable and Sanitary Water Piping Schematic
18. Rudder Arrangements

Plans Developed for Miller Boat Line Under Addenda 07/09/18

19. Weld Schedule
20. Navigation Lighting Arrangement
21. Bulwark Details
22. Handrail Details – interior and exterior
23. Independent Tank Structural Details
24. Hull Structural Closures Schedule
25. Window and Fixed Light Schedule
26. Ramp Structural Details
27. Machinery Arrangement
28. Shafting and Rudder Arrangement and Details
29. Bow Thruster Arrangement and Details



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Plans Developed for Miller Boat Line Under Addenda 07/09/18 (continued)

- 30. Deck Drains Arrangement and Details
- 31. Waste Oil System Arrangement and Details
- 32. Compressed Air System Arrangement and Details

Functional Plans and Documents to be Developed by EBDG Under Contract with Fraser Shipyards, Inc.

- 33. Hull Markings
- 34. Major Machinery Foundations
- 35. Mooring Equipment Arrangement and Details
- 36. Anchor System Arrangement and Details
- 37. Docking and Anode Plan
- 38. *Not used*
- 39. Fire and Safety Plan
- 40. Updated One-Line Diagram
- 41. Updated Loads Analysis
- 42. Power and Lighting Diagram
- 43. Wireway and Bulkhead Penetration Details
- 44. Stability Test Procedure
- 45. Stability Test Report
- 46. Stability Analysis



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Mr. Matt James
Fraser Shipyards, Inc.
1 Clough Avenue
Superior, WI 54880

August 21, 2018
Invoice No: P18865-1 DEP
Due Upon Proposal
Acceptance

Deposit

Miller Boat Line New Auto/Passenger Ferry Production Support and Regulatory Liaison
Proposal, Rev. C

Total Deposit Due: \$62,412.00

Remit to: 5305 Shilshole Ave NW, #100, Seattle, WA 98107-4021

Wire/ACH Details: Columbia Bank, Seattle, WA
(ABA) 125108272 / (Account) 7000962634

Please send notifications to ar@ebdg.com.

EBDG Terms and Conditions

1. General. The following terms and conditions shall be applicable to the provision by Elliott Bay Design Group LLC ("EBDG") of services ordered by Client as specified on the attached proposal ("Services"). **THE ACCEPTANCE OF ANY OFFER MADE BY EBDG IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN.** Any terms and conditions contained in the Client's purchase order, acknowledgment, request for quotation or other document, which are different from, in addition to, or vary EBDG's terms and conditions shall not be binding upon EBDG and EBDG hereby rejects such terms and conditions and objects thereto.

2. Prices and Payment Terms. Unless otherwise agreed, the fee for the Services shall be on a time and materials basis at the Rate Schedule in effect at the time of acceptance. Terms of payment are net thirty (30) days from date of invoice. A finance charge of 1 ½% per month may be charged on all past due accounts and Client shall pay EBDG all costs incurred in collecting any past due amount from Client, including court costs and attorney fees. All applicable federal, state or local sales, use or excise taxes are the responsibility of the Client and shall be added to the price contained herein. Project pricing includes EBDG fees only. Any and all additional costs and expenses will be billed to Client at cost plus EBDG standard mark-up. EBDG shall have the absolute right to suspend performance or cancel this contract upon breach by Client, failure by Client to make payment required by this contract or the insolvency or bankruptcy of Client.

3. Changes. Client shall pay additional fees for any changes requested which are outside the scope of services and for any changes necessitated by changes in the law on a time and material basis, at EBDG's then current rate schedule. Accepted orders are not subject to cancellation without EBDG being paid the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for the work performed, whichever is greater; plus, all expenses and costs.

4. Performance. Completion dates, if any, are approximate and are given by EBDG in good faith, but are not guaranteed unless otherwise specifically agreed in writing. EBDG agrees to perform the Services with the same degree of skill and care that would reasonably be provided by a similar professional at the same time and in the same geographic location performing identical services. **EBDG MAKES NO OTHER REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES AND EXPRESSLY DISCLAIMS ALL OTHER IMPLIED OR EXPRESS WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.** Client's sole remedy and EBDG's sole liability for a breach of this Section is the obligation of EBDG to correct at its own cost any deficiency in the Services. Client must notify EBDG of any claims in writing to EBDG within a reasonable time after discovery. Failure to provide notice as required herein shall constitute a waiver by Client of any claims with respect thereto. **THE FOREGOING REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS SECTION. NO OTHER REMEDY WILL BE ALLOWED, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**

5. Limitation on Liability. **EBDG'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE FEES RECEIVED BY EBDG. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL EBDG BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT OR CONSEQUENTIAL DAMAGES, BUSINESS INTERRUPTION, LOST PROFITS, OR PUNITIVE DAMAGES, WHETHER BASED ON CONTRACT, ERRORS OR OMISSIONS, TORT, STRICT LIABILITY OR OTHER THEORY OF LAW, EVEN IF EBDG SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES, ALL SUCH DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED. ALL CLAIMS WITH RESPECT TO THE SERVICES, WHETHER BASED ON CONTRACT, BREACH OF WARRANTY, PROFESSIONAL ERRORS AND OMISSIONS, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE MUST BE MADE WITHIN TWELVE (12) MONTHS OF THE PERFORMANCE OF THE SERVICES.**

6. Force Majeure. EBDG shall not be in breach of this contract or otherwise liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation, any fires, floods, storms and other acts of God, labor disruptions (including strikes, lockouts, and slowdowns), illness or incapacity of EBDG employees, terrorism, war, shortages of materials, lack of transportation, inability to procure power, supplies or raw materials, severe weather conditions, substantial increase in price of power, raw materials or supplies, and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of EBDG to perform for these reasons aforesaid shall not be grounds for Client's cancellation of an order, but the performance date shall be extended accordingly.

7. Client Content and Deliverables. Client represents and warrants the information provided by Client and any technical or other information provided to EBDG is true and correct in all respects and that EBDG may rely on such information in the performance of Services, and EBDG shall have no liability with respect thereto. Client further represents and warrants that it is the sole owner of such client content and hereby grants EBDG a nonexclusive license to utilize such client content in the performance of Services. Client shall not rely in any way on any deliverables or other work product unless they are signed and marked complete by EBDG. Client shall not modify, adapt, or change the deliverables or other work product without the prior written consent of EBDG. The deliverables or other work products are to be used exclusively in connection with the project for which they were prepared and for no other purpose. Client agrees to indemnify, defend and hold EBDG harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses (including attorney fees and court costs), arising out of or related to any unauthorized use, reuse or modification of the deliverables or other work product.

8. Miscellaneous. EBDG is an independent contractor. EBDG may subcontract the Services; provided, EBDG shall remain liable for all of its duties and obligations under this contract. EBDG's failure to insist, in one or more instances, upon the performance of any term or terms contained herein shall not be construed as a waiver or relinquishment of its rights to such performance or the future performance of such term or terms and Client's obligation with respect thereto shall continue in full force and effect. The invalidity, in whole or in part, of any provision of these terms and conditions shall not affect the validity or enforceability of any other of its provisions. This contract will be interpreted and enforced under the laws of the State of Washington, without recourse to the conflict of laws provisions thereof, or, if applicable, the general maritime laws of the United States. The parties agree that any action or proceeding arising out of or in connection with this contract will be brought exclusively in a state or federal court in the State of Washington and Client consents to personal jurisdiction in such court. These terms and conditions along with the attached proposal comprise the entire agreement of the parties on the subject matter herein, and supersedes all prior and contemporaneous agreements, understanding and discussions. This contract can only be amended by the written agreement of the parties.